



DONELAN CLEARY
WOOD & MASER, P.C.

RECORDATION NO. 17982-E F FILED

September 24 1999

SEP 24 '99

11-30AM

Recordation Nos. 17982-E and 17982-F

Dear Mr. Williams:

On behalf of FINOVA Capital Corporation (f/k/a Greyhound Financial Corporation), I submit for filing and recording under 49 U.S.C. § 11301 and the regulations applicable thereunder, counterparts of two secondary documents, not previously recorded.

The first of the two secondary documents is entitled Second Amendment to Chattel Mortgage and Security Agreement ("Second Amendment to Mortgage"), dated as of December 31, 1998, to be filed under Recordation No. 17982-E.

The parties executing the Second Amendment to Mortgage are:

GLNX Corporation - MORTGAGOR
Suite 450
10077 Grogen's Mill Road
The Woodlands, TX 77380

FINOVA Capital Corporation - MORTGAGEE
(f/k/a/ Greyhound Financial Corporation)
1850 North Central Avenue
Phoenix, AZ 85004

The said Second Amendment to Mortgage is an amendment to that certain Chattel Mortgage and Security Agreement ("Mortgage") recorded under Recordation No. 17982 and should be recorded under the next available letter under Recordation No. 17982 which we believe will be "-E."

The said Second Amendment to Mortgage releases three units from and adds three units to the Mortgage.

The units of rolling stock covered by the enclosed Second Amendment to Mortgage are the three units released and the three units added.

A short summary of the Second Amendment to Mortgage to appear in the STB Index is as follows:

ATTORNEYS AND COUNSELORS AT LAW

1100 New York Avenue, N.W., Suite 750, Washington, D.C. 20005-3934, Tel: 202-371-9500, Fax: 202-371-0500

Copy to U. H. Hansen

* 20062

"Releases GLNX 34117, 34121 and 34142 and adds GLNX 3620, 381 and 34030."

The second of the two enclosed secondary documents is entitled Second Amendment to Assignment of Leases ("Second Amendment to Assignment"), dated as of December 31, 1998, to be filed under Recordation No. 17982-F.

The parties executing the Second Amendment to Assignment are:

GLNX Corporation - ASSIGNOR
Suite 450
10077 Grogen's Mill Road
The Woodlands, TX 77380

FINOVA Capital Corporation - ASSIGNEE
(f/k/a/ Greyhound Financial Corporation)
1850 North Central Avenue
Phoenix, AZ 85004

The said Second Amendment to Assignment is an amendment to that certain Assignment of Leases ("Assignment") recorded under Recordation No. 17982-A and should be recorded under the next available letter under Recordation No. 17982 which we believe will be "-F."

The said Second Amendment to Assignment deletes and releases three units from and adds three units to the Assignment and respectively deletes lease agreements from and adds lease agreements to the Assignment.

The units of rolling stock covered by the enclosed Second Amendment to Assignment are the three units released and the three units added.

A short summary of the Second Amendment to Assignment to appear in the STB Index is as follows:

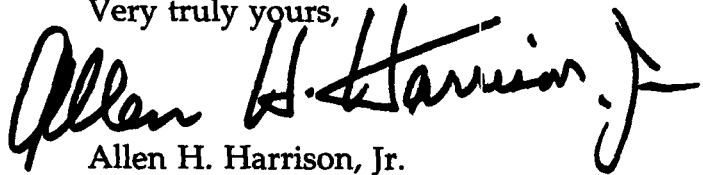
"Deletes GLNX 34117, 34121 and 34142 and adds GLNX 3620, 381 and 34030 and deletes and adds related lease agreements."

Please also index under FINOVA Capital Corporation, in the mortgagee side of the Surface Transportation Board Index ("white pages"), saying: "See Recordation Nos. 17982-E and 17982-F."

Enclosed is a check in the amount of seventy-eight (\$78.00) in payment of the filing fees (\$52.00) and the requested extra indexing (\$26.00).

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the STB letter/fee receipt acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,

A handwritten signature in black ink, reading "Allen H. Harrison, Jr." with a stylized flourish at the end.

Allen H. Harrison, Jr.
Attorney for FINOVA Capital Corporation,
f/k/a/ Greyhound Financial Corporation

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Enclosures

BY HAND

8346-020

SEP 24 '99

11-30AM

SECOND AMENDMENT TO ASSIGNMENT OF LEASES

This SECOND AMENDMENT TO ASSIGNMENT OF LEASES ("Second Amendment") dated as of December 31, 1998, is made and entered into by GLNX CORPORATION, a Texas corporation, with an address at 10077 Grogan's Mill Road, Suite 450, The Woodlands, Texas, 77380 ("Assignor") and FINOVA CAPITAL CORPORATION, a Delaware corporation formerly known as Greyhound Financial Corporation ("Assignee"), with its principal office at 1850 North Central Avenue, Phoenix, Arizona, 85004.

WITNESSETH:

WHEREAS, Assignor and Assignee entered into an Assignment of Leases dated October 21, 1992, pursuant to which Assignor granted to Assignee a lien on a security interest in and collaterally assigned to Assignee certain railcar leases, the payments due thereunder, and other items of collateral more fully set forth therein (the "Initial Assignment"); and

WHEREAS, the Initial Assignment was filed and recorded with the Interstate Commerce Commission on October 23, 1992 at 10:35 a.m. and assigned Recordation Number 17982-A;

WHEREAS, Assignor and Assignee amended the Initial Assignment pursuant to that certain First Amendment to Assignment of Leases dated as of August 31, 1993 (the "First Amendment"; the Initial Assignment as amended by the First Amendment is referred to herein collectively as the "Original Assignment" and together with this Second Amendment as the "Assignment");

WHEREAS, the First Amendment was filed and recorded with the Interstate Commerce Commission on September 8, 1993 at 12:30 p.m. and assigned Recordation number 17982-C; and

WHEREAS, Assignor and Assignee have agreed to amend the Assignment in certain respects, as hereinafter set forth,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meaning ascribed to such terms as set forth in the Assignment.

2. **Amendments.** Schedule 1 to Exhibit A of the Assignment is hereby amended by (i) adding those railcars described on Exhibit A attached hereto and made a part hereof (the "Additional Cars"), as a part thereof, and (ii) deleting and releasing those railcars described on Exhibit B attached hereto and made a part hereof (the "Released Cars"), as a part thereof. The definition of Collateral as set forth in the Assignment is hereby amended to include the Additional Cars within such definition and to delete the Released Cars from such definition.

Exhibit B of the Assignment is hereby amended by (i) adding those lease agreements set forth in the attached Exhibit C (the "Additional Leases"), as a part thereof, and (ii) deleting and releasing those lease agreements set forth in the attached Exhibit D (the "Released Leases"), as a part thereof. The definition of Leases as set

forth in the Assignment is hereby amended to include the Additional Leases within such definition and to delete the Released Lease from such definition.

3. **Reaffirmation of Security Interest.** Assignor hereby reaffirms the validity, enforceability, existence, grant and creation of the security interests, grants, transfers and assignments granted and made to Lender in and pursuant to the Assignment.

4. **Confirmation of Representations, Warranties, and Agreements.** Assignor hereby reaffirms, as if made on the date hereof, all of Assignor's representation and warranties contained in the Assignment. Assignor further reaffirms the validity, enforceability and legality of the Assignment and all provisions of the Assignment, as modified, are hereby confirmed and ratified. In the event of a conflict or inconsistency between the provisions of the Assignment and this Second Amendment, this Second Amendment shall prevail.

5. **Continuation and Provisions.** All terms, conditions and provisions of the Assignment are continued in full force and effect and shall remain unaffected and unchanged except as specifically amended or modified hereby.

6. **Counterparts and Captions.** This Second Amendment may be executed in any number of separate counterparts, all of which, when taken together shall constitute one and the same instrument, notwithstanding the fact that all parties have not signed the same counterpart. The paragraph titles set forth in this Second Amendment are inserted for convenience only and shall not be used to construe or interpret this Second Amendment.

IN WITNESS WHEREOF the parties executed this Second Amendment as of the date first written above.

FINOVA CAPITAL CORPORATION, a Delaware corporation

By: Sandra K. McDonough
Its: Vice President

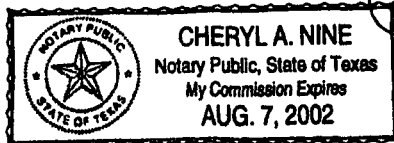
GLNX CORPORATION, a Texas corporation,

By: [Signature]
Its: PRESIDENT

State of Texas)
) ss:
County of Montgomery)

On this 29th day of July, 1999, before me personally appeared Wamer D. Abel, IV, to me personally known, who being by me duly sworn, says that he is the president of GLNX Corporation, a Texas corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]



Cheryl A. Nine
Signature of Notary Public

My Commission Expires:

8/7/02

State of Arizona)
) ss:
County of Maricopa)

On this 6th day of August, 1999, before me personally appeared Sandra K. McLaughlin, to me personally known, who being by me duly sworn, says that he is the Vice President of FINOVA Capital Corporation, a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Maria C. Gutierrez
Signature of Notary Public

My Commission Expires:

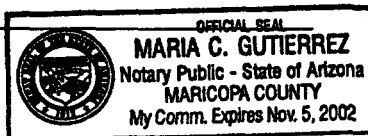


EXHIBIT A
to
SECOND AMENDMENT TO
ASSIGNMENT OF LEASES

ADDITIONAL CARS

<u>Reporting Marks</u>	<u>Date Built</u>	<u>DOT Specifications</u>	<u>Description</u>
		<i>AB Sme</i>	
GLNX 3620	Aug-80	#11A100W3	23.5M GAL GENERAL PURPOSE
GLNX 381	Sep-80	105J300W	34M GAL PRESSURE
GLNX 34030	Oct-77	105J300W	34M GAL PRESSURE

EXHIBIT B
to
SECOND AMENDMENT TO
ASSIGNMENT OF LEASES

RELEASED CARS

<u>Reporting Marks</u>	<u>Date Built</u>	<u>DOT Specifications</u>	<u>Description</u>
GLNX 34117	Jan-80	105J300W	34M GAL PRESSURE
GLNX 34121	Feb-80	105J300W	34M GAL PRESSURE
GLNX 34142	Jan-80	105J300W	34M GAL PRESSURE

EXHIBIT C
to
SECOND AMENDMENT TO
ASSIGNMENT OF LEASES

ADDITIONAL LEASES

<u>Car No.</u>	<u>Date Built</u>	<u>Lessee</u>	<u>Lease No.</u>	<u>Rider No.</u>	<u>Rent/ Mo.</u>	<u>Lease Term (Mo.)</u>	<u>Exp. Date</u>
GLNX 3620	Aug-80	Infineum USA	950	196	\$505	24	10/31/99
GLNX 381	Sep-80	Texas Petrochemicals	670	11	\$650	60	3/31/02
GLNX 34030	Oct-77	Texas Petrochemicals	670	12	\$650	60	3/31/02

EXHIBIT D
to
SECOND AMENDMENT TO
ASSIGNMENT OF LEASES

RELEASED LEASES

<u>Car Number</u>	<u>Date Built</u>	<u>Lessee</u>
GLNX 34117	Jan-80	Off Lease - April 30, 1998
GLNX 34121	Feb-80	Off Lease - June 30, 1998
GLNX 34142	Jan-80	Off Lease - November 30, 1998